

MESHELL TAYLOR,)
)
 Plaintiff,)
)
 v.) No. 11 C 2167
)
 CITY OF BERWYN, et al.,)
)
 Defendants.)

To turn then to the principal reason for this memorandum

order, City's counsel has inexplicably strayed from the clear path marked out by Fed.R.Civ.P. ("Rule") 8(b)(5) for any defendant that seeks the benefit of a deemed denial in place of the admission or actual denial that is demanded by Rule 8(b)(1)(B). All of those improper disclaimers (see App'x ¶ 1 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001)) are stricken from Answer ¶¶ 11, 12, 14-30, 36-46, 48, 49, 58 and 62. Leave is granted to file a self-contained Amended Answer¹ on or before May 16, 2011.

While City's counsel are at it, they should also note the Answer's inadvertent omission of any response to Complaint ¶ 54. That unintended error should also be corrected in the Amended Answer.

No charge is to be made to City by its counsel for the added work and expense incurred in correcting counsel's errors. City's counsel are ordered to apprise their client to that effect by letter, with a copy to be transmitted to this Court's chambers as an informational matter (not for filing).



Milton I. Shadur
Senior United States District Judge

Date: May 4, 2011

¹ That is far preferable to filing an amendment to the existing Answer, given the large number of paragraphs involved.